

**South Carolina Department of Health and Environmental Control
Ryan White Part B Funding
2019-2020 Grant Year**

REQUEST FOR GRANT APPLICATIONS (RFGA)

CFDA Number: 93.917

Posting Date: September 6, 2018

ATTENTION! IMPORTANT DETAIL!

Your application <u>must</u> be submitted in a <u>sealed</u> package. (Original + 4 copies marked as "Copy") RFGA Number and Deadline/Closing Date (see below) must appear on package exterior.
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Deadline/Closing Date for Applications:	Must be received in the SC DHEC Public Health Contracts Office no later than November 2, 2018 by 2:30 PM EST
RFGA Number: FY2019-RFGA-HV-904	

Submit your sealed package to either of the following addresses:	
MAILING ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management 2600 Bull Street Columbia, SC 29201	PHYSICAL ADDRESS: SC DHEC – Public Health Contracts Bureau of Business Management Columbia Mills Building – 4th Floor 301 Gervais Street Columbia, SC 29201 See additional physical address information below

Number of Copies to be Submitted: One (1) original and four (4) bound, hard copies marked as "Copy"

DHEC offers this Request for Grant Applications (RFGA) for the funds administered by South Carolina (SC) Department of Health and Environmental Control (DHEC) for the State of South Carolina from the Federal Ryan White HIV/AIDS Treatment Extension Act, Part B Program. Acceptable applications that will be considered as part of this grant program are those that support the activities, goals, and objectives as required by the Federal Ryan White HIV/AIDS Treatment Extension Act, Part B Program and DHEC Public Health, STD/HIV/Viral Hepatitis Division, Ryan White Part B Program. The use of these funds is subject to all federal and state requirements as outlined in the scope of work and revisions to the requirements made during the grant agreement period. Funds may not be used for any other purpose. DHEC reserves the right to determine whether or not a proposal falls within the scope of activities and is eligible under the stated guidelines. Applications are only accepted during the Request for Grant Applications period and will be evaluated by DHEC evaluators based on the award criteria stated in the solicitation.

It is the intent of the State of South Carolina, South Carolina Department of Health and Environmental Control to accept grant applications from organizations to become subrecipients through grant agreements for Ryan White (RW) Part B funding providing comprehensive, high quality HIV care services for low-income people living with HIV (PLWH) in eleven (11) specific service areas of the state: **1) Anderson, Oconee, Pickens, and Greenville counties (2) Spartanburg, Cherokee, and Union counties (3) York, Chester, and Lancaster counties (4) Laurens, Abbeville, Greenwood, Saluda, McCormick, and Edgefield counties (5) Newberry, Fairfield, Kershaw, Lee, Lexington, Richland, Sumter, and Clarendon counties (6) Chesterfield, Marlboro, Darlington, Dillon, Marion, and Florence counties (7) Horry Georgetown, and Williamsburg counties (8)**

Calhoun, Orangeburg, and Bamberg counties (9) Aiken, Barnwell, and Allendale counties (10) Colleton, Hampton, Jasper, and Beaufort counties (11) Berkley, Dorchester, and Charleston counties.

DHEC is also accepting applications for Ryan White Part B Emerging Communities (EC) funding for providing RW Part B eligible core and supportive services to RW Part B eligible clients living with HIV within two Health Resources Services Administration (HRSA) designated EC's in the state: **(1) Columbia, SC and (2) Charleston-North Charleston-Summerville, SC.**

DHEC is also accepting applications for Ryan White Part B Minority AIDS Initiative (MAI) funding for statewide prison discharge planning and local jail outreach programs to increase racial and ethnic minority populations' participation in the AIDS Drug Assistance Program (ADAP).

The subrecipients shall use Federal Ryan White HIV/AIDS Treatment Extension Act, Part B Program funds, including RW Base, EC, and MAI, and ADAP Rebate funds, administered by DHEC, to provide eligible services to eligible persons in accordance with all federal and state requirements.

Provision of services will be required to begin within sixty (60) days of grant execution.

The anticipated annual amount of award in each service area, based on the anticipated available grant year funding, is as follows:

Ryan White Part B Base: \$12,000,000*

- 1) Anderson, Oconee, Pickens, and Greenville counties: \$1,290,929
- 2) Spartanburg, Cherokee, and Union counties: \$596,910
- 3) York, Chester, and Lancaster counties: \$533,077
- 4) Laurens, Abbeville, Greenwood, Saluda, McCormick, and Edgefield counties: \$469,243
- 5) Newberry, Fairfield, Kershaw, Lee, Lexington, Richland, Sumter, and Clarendon counties: \$3,792,655
- 6) Chesterfield, Marlboro, Darlington, Dillon, Marion, and Florence counties: \$1,070,228
- 7) Horry, Georgetown, and Williamsburg counties: \$947,994
- 8) Calhoun, Orangeburg, and Bamberg counties: \$493,690
- 9) Aiken, Barnwell, and Allendale counties: \$402,694
- 10) Colleton, Hampton, Jasper, and Beaufort counties: \$544,621
- 11) Berkley, Dorchester, and Charleston counties: \$1,857,959

Service area awards are formulated from 2017 HIV prevalence data by county from DHEC's Surveillance and Technical Support Division.

Multiple awards may be awarded per service area with \$50,000 as the minimum individual award.

***ESTIMATE ONLY: FUNDING FOR THE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS, AVAILABLE AIDS DRUG ASSISTANCE PROGRAM (ADAP) REBATES, AND SERVICE PRIORITIES.** Providers awarded Ryan White Part B Base grant agreements will receive Ryan White Part B Base Federal funds. The full Ryan White Part B Base grant agreement may be awarded as a combination of Ryan White Part B Base, Ryan White Part B Supplemental and Ryan White Part B ADAP Rebate funds at DHEC's discretion dependent on federal and state requirements, funding availability, and service priorities. Each funding source must be budgeted, tracked, reported, and invoiced separately.

Ryan White Part B Emerging Communities (EC): \$558,531*

- 1) Columbia, SC: \$353,981
- 2) Charleston-North Charleston-Summerville, SC: \$204,550

Emerging Communities funding will be awarded after Ryan White Part B Base awards are made. Funding

allocations for each designated EC are determined by HRSA. EC funding will be awarded only to Ryan White Part B Base awardees that are located in an area designated as an EC and applied for EC funding.

Up to two (2) awards may be awarded per HRSA designated Emerging Community with \$50,000 as the minimum individual award.

***ESTIMATE ONLY: FUNDING FOR THE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.**

Ryan White Part B Minority AIDS Initiative (MAI): \$218,000*

MAI will fund the following programs:

- 1) Statewide Prison Discharge Program: \$53,000
- 2) Local Jail Outreach Program: \$165,000

Minority AIDS Initiative funding will be awarded after Ryan White Part B Base awards are made. MAI funds will be awarded only to Ryan White Part B Base awardees who also applied for the Minority AIDS Initiative funding.

One (1) awardee may be funded for the Statewide Prison Discharge Program at \$53,000*.

Up to four (4) awardees, but only one (1) per service area, may be funded for the Local Jail Outreach Programs at \$41,250* per award. Preference for Local Jail Outreach Program awards will be for providers serving the four (4) counties with the highest minority HIV prevalence which are Richland, Charleston, Greenville, and Florence. Awarded providers are expected to establish relationships with the jails in the designated counties and surrounding areas. Prevalence is from 2017 prevalence data by county from DHEC's Surveillance and Technical Support Division.

***ESTIMATE ONLY: FUNDING FOR THE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.**

Ryan White Part B Base, Ryan White Part B Emerging Communities, and Ryan White Part B MAI grant agreements will be awarded for up to a five (5) year project period, with annual renewals, depending on performance, availability of funds, and service priorities.

Eligibility: Organizations with a minimum of at least a three (3) years of documented, established history (within the past three (3) years) of providing quality RW eligible services of HIV medical care, HIV medical case management and/or supportive services (consistent with RW eligible services) to Ryan White Part B eligible PLWH as outlined in the attached Scope of Services. An applicant applying to DHEC for Ryan White Part B funding must be physically located in the service area (or will be physically located in the area within 60 days of the start of the grant agreement) and must provide services to PLWH living in all counties in the multi-county service area. Additionally, the applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30-60 days after invoicing.

Eligible organizations must submit a Certificate of Existence, also known as a Certificate of Good Standing from the SC Secretary of State. This certificate states that an entity is in good standing with the SC Secretary's Office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns with the SC Department of Revenue. The Certificate can be requested via <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>

A subrecipient previously terminated by DHEC must wait three (3) years before an application will be considered for funding from DHEC.

Risk Assessment: Every application must include submission of a completed DHEC Pre-Award Risk Assessment. Applications received without the completed Pre-Award Risk Assessment will be rejected and not reviewed. DHEC Bureau of Financial Management staff will review the Pre-Award Risk Assessment and provide results to the review panel evaluators to be included in the award decision.

Budget for HIV/AIDS Proposals: Every application must be accompanied by a budget template, budget narrative, and a statement that the project can be carried out for the budget requested. Budget templates are included in **Attachment 8**. Applications received without the completed, specified budget template and a budget narrative will be rejected and not reviewed.

How to Apply: See the Request for Grant Applications (RFGA) Section IV for additional details regarding information to be included with your submission. A cover letter should be included and signed by a person having authority to commit the applicant to a grant agreement. Eligible applicants must submit the required documents to either the mailing address or physical address listed above.

Deadline: The deadline for all applications is November 2, 2018, by 2:30 P.M. EST

Questions & Answers: Questions will be accepted until 5:00 P.M. EST, September 25, 2018. All questions must be submitted in writing to Leigh Oden at odenl@dhec.sc.gov. Responses will be posted by October 2, 2018 by 5:00 PM EST.

Available Funding Date: Contingent upon available funds, anticipated to be awarded by HRSA no later than April 15, 2019.

Final selection of all successful applicants is anticipated to be made and notifications released on or before February 28, 2019. Final Grant Agreements will be executed to be effective when signed by the subrecipient and DHEC. April 1, 2019 is the anticipated start work date.

A Grant Agreement, of which a draft copy is included in the RFGA (**Attachment 11**) must be signed by each applicant receiving an award.

For more information about this Request for Grant Application process, please visit our website at www.scdhec.gov.

You must have a state vendor number to receive reimbursement from DHEC. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to “Vendor Search”). Upon registration, you will be assigned a state vendor number. You must keep your vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>.)

Additional Physical Address Information:

Visitors arriving at 301 Gervais Street will notice that this is also the location of the State Museum. Do not enter using the main museum entrance. To enter SC DHEC, visitors are to proceed from the front of the building to the left side (canal side), following the signs to “Visitor Parking Garage.” Parking is available in the lower and upper deck of the two-level parking garage.

Adjacent to the first floor of the parking garage is a glass door with a SC DHEC logo. This entrance is locked at

all times. Press the intercom button to request entrance into the building. The door will be opened by the DHEC receptionist. When you enter the building you will be required to sign in. You will be escorted to the 4th floor receptionist for your applications to be date/time stamped. If you have any issues with building access, please call DHEC's procurement receptionist at (803) 898-3501.

It will take several minutes to obtain building access and have your application date/time stamped. Please allow at least thirty (30) minutes for this process of obtaining building access and getting your application stamped in. The deadline for applications is identified on this Cover Page. Please plan accordingly as deadline times will not be adjusted.

**South Carolina Department of Health and Environmental Control
Ryan White Part B Program GY 2019-2020 Grant Year**

Request for Grant Applications (RFGA)

I. BACKGROUND

The Public Health Services (PHS) ACT, Sections 2611 -23 and 2693 [42 U.S.C. 300ff-21-300ff-31b and 300ff-121], as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) authorizes the US Health and Human Services (HHS) to administer the Ryan White HIV/AIDS Program (RWHAP). The Ryan White (RW) Part B program is administered under CFDA #93.917 through the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB), Division of State HIV/AIDS Programs (DSHAP). The Department of Health and Environmental Control (DHEC) is the state agency in South Carolina (SC) authorized to administer the Ryan White Part B Program in South Carolina.

The Part B funding of the Act is used in developing and/or enhancing access to a comprehensive continuum of high quality HIV care and treatment for low-income people living with HIV (PLWH).

A comprehensive HIV/AIDS continuum of care includes the following core medical services: outpatient/ambulatory Health Services, AIDS pharmaceutical assistance (local), oral health care, early intervention services, health insurance premium and cost sharing assistance for low-income individuals, home health care, medical nutrition therapy, hospice services, home and community-based health services, mental health services, medical case management (including treatment adherence services) and substance abuse outpatient care. These services assist PLWH in accessing treatment of HIV infection that is consistent with DHHS screening and treatment guidelines and goals. Current HAB and SC Quality Management Performance Measures are <https://hab.hrsa.gov/clinical-quality-management/performance-measure-portfolio> and http://www.dhec.sc.gov/Health/docs/stdhiv/rwqm_SC%20Quality%20MeasuresSummer2011.pdf.

Comprehensive HIV/AIDS care beyond these core medical services also includes access to support services: non-medical case management services, child care services, emergency financial assistance, food bank/home delivered meals, health education/risk reduction, housing, legal services, linguistic services, medical transportation, other professional services, outreach services, psychosocial support services, referral for health care and support services, rehabilitation services, respite care, and substance abuse services (residential).

DHEC's Ryan White Part B Program adopted the National HIV/AIDS Strategy (NHAS), which fully integrates the objectives and recommendations of the HIV Care Continuum and used the NHAS as the framework for the SC's Integrated Care and Prevention Plan 2017-2021, including the Statewide Coordinated Statement of Need (SCSN). The primary goals of the NHAS and SC's Integrated Care and Prevention Plan 2017-2021, are: 1) reduce new HIV infections, 2) increase access to care and optimize health outcomes for people living with HIV, 3) reduce HIV-related health disparities and health inequities, and 4) achieve a more coordinated state response to the HIV epidemic. The NHAS implementation in SC supports the Early Identification of Individuals with HIV/AIDS (EIIHA) requirement of the RW Part B Program. SC's HIV Integrated Care and Prevention Plan is available in **Attachment 1**.

The HIV Care continuum includes the diagnosis of HIV, linkage to medical care, lifelong retention in HIV medical care, appropriate prescription of Antiretroviral Therapy (ART) and, ultimately, viral suppression. The HIV Care Continuum performance measures align with the HHS Common HIV Core Indicators and other DHHS screening and treatment guidelines. The Ryan White legislation includes specific provisions directing recipients to establish, implement and sustain quality management programs. Quality management includes monitoring the quality of health services using the HAB Performance Measures to assess the efficacy of their programs and to analyze and improve gaps along the HIV care continuum.

II. SCOPE OF GRANT PROPOSAL

The State of South Carolina, South Carolina Department of Health and Environmental Control requests grant applications from organizations to become subrecipients through grant agreements for Ryan White Part B Base, Ryan White Part B Emerging Communities (EC), and Ryan White Part B Minority AIDS Initiative (MAI) funding. Provision of services will be required to begin within sixty (60) days of grant execution.

Funding

Ryan White Part B Base

Applications will be accepted for Ryan White Part B funding (\$12,000,000*) to provide comprehensive, high quality HIV care services for low-income people living with HIV (PLWH) in eleven (11) specific service areas of the state: (1) Anderson, Oconee, Pickens, and Greenville counties (2) Spartanburg, Cherokee, and Union counties (3) York, Chester, and Lancaster counties (4) Laurens, Abbeville, Greenwood, Saluda, McCormick, and Edgefield counties (5) Newberry, Fairfield, Kershaw, Lee, Lexington, Richland, Sumter, and Clarendon counties (6) Chesterfield, Marlboro, Darlington, Dillon, Marion, and Florence counties (7) Horry Georgetown, and Williamsburg counties (8) Calhoun, Orangeburg, and Bamberg counties (9) Aiken, Barnwell, and Allendale (10) Colleton, Hampton, Jasper, Beaufort counties, and (11) Berkley, Dorchester, Charleston counties. The anticipated funds (\$12,000,000*) may not be fully awarded in this RFGA process and may be held for allocation in a future funding process.

RW Part B Base Service area awards are formulated from 2017 HIV prevalence data by county from DHEC's Surveillance and Technical Support Division.

Multiple awards may be awarded per service area with \$50,000 as the minimum individual award.

*ESTIMATE ONLY: FUNDING FOR THE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS, AVAILABLE ADAP REBATES, AND SERVICE PRIORITIES. Organizations awarded for Ryan White Part B Base grant agreements will receive Ryan White Part B Base Federal funds. The full Ryan White Part B Base grant agreement may be awarded as a combination of Ryan White Part B Base, Ryan White Part B Supplemental and Ryan White Part B ADAP Rebate funds at DHEC's discretion dependent on federal and state requirements, funding availability, and service priorities. Each funding source must be budgeted, tracked, reported, and invoiced separately.

Ryan White Part B Emerging Communities

Applications will be accepted for Ryan White Part B Emerging Communities funding (approximately \$558,531*) for providing Ryan White Part B eligible core and supportive services for low-income PLWH in the two designated Emerging Communities in the state with the goal and linking and retaining clients into care:

- (1) Columbia, SC: \$353,981*
- (2) Charleston-North Charleston-Summerville, SC: \$204,550*

HRSA designates ECs as those Metropolitan Statistical Areas (MSA) that have 500-999 cumulative AIDS cases within the MSA during the most recent five years that are not eligible under RW Part A. Funding allocations per MSA are determined by HRSA for each HRSA

designated EC.

Emerging Communities funding will be awarded after Ryan White Part B Base awards are made. Funding allocations for each designated EC are determined by HRSA. EC funding will be awarded only to Ryan White Part B Base awardees that are located in an area designated as EC and applied for EC funding.

Up to two (2) awards may be awarded per designated Emerging Community with \$50,000 as the minimum individual award.

***ESTIMATE ONLY: FUNDING FOR THE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.**

Ryan White Part B Minority AIDS Initiative

Applications will be accepted for Ryan White Part B Minority AIDS Initiative funding (approximately \$218,000*) for prison discharge planning and jail outreach programs to increase racial and ethnic minority populations' participation in the AIDS Drug Assistance Program (ADAP).

- (1) Statewide Prison Discharge Program: \$53,000
- (2) Local Jail Outreach Program: \$165,000

Minority AIDS Initiative funding will be awarded after Ryan White Part B Base awards are made. MAI funds will be awarded only to Ryan White Part B Base awardees who also applied for the Minority AIDS Initiative funding.

One (1) awardee may be funded for the Statewide Prison Discharge Program at \$53,000*.

Up to four (4) awardees, but only one per service area, may be funded for the Local Jail Outreach Programs at \$41,250* per award. Preference for Local Jail Outreach Program awards will be for providers serving the four (4) counties with the highest minority HIV prevalence which are Richland, Charleston, Greenville, and Florence. Prevalence is from 2017 prevalence data by county from DHEC's Surveillance and Technical Support Division.

***ESTIMATE ONLY: FUNDING FOR THESE SUBRECIPIENTS IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.**

(1) Purpose

The Part B funding of the Act is to be used for developing and/or enhancing access to a comprehensive continuum of high quality HIV care and treatment for low-income people living with HIV.

Each subrecipient shall use Federal Ryan White HIV/AIDS Treatment Extension Act, Part B funds administered by DHEC to provide services to eligible persons in accordance with all federal and state requirements. The provisions of the grant agreement are subject to all federal and state requirements as outlined in the scope of work and revisions to the requirements made during the grant agreement period.

Ryan White Part B HIV/AIDS program activities should be consistent with and support the primary goals of the NHAS and SC's Integrated Care and Prevention Plan 2017-2021. Each subrecipient of RW Part B funding should assess the outcomes of their programs along the HIV care continuum and work with their community and public health partners to improve outcomes, so that individuals diagnosed with HIV are linked to and engaged in care and started on ART as early as possible. Subrecipients must establish, implement, and sustain quality management programs. This includes monitoring the quality of health services

using the HAB Performance Measures to assess the efficacy of their programs and to analyze and improve gaps along the HIV care continuum.

Each subrecipient may directly provide services or enter into contractual agreements with other acceptable entities for the provision of services with DHEC's prior approval through written consent. Such acceptable entities would include any entity that provides Ryan White eligible services for PLWH in the service area. The subrecipient shall ensure entities receiving Ryan White Part B dollars for the provision of Ryan White services will adhere to all grant agreement requirements as stated in this RFGA and the grant agreement.

Subrecipients shall use Federal Ryan White HIV/AIDS Treatment Extension Act, Part B funds administered by DHEC to provide the Ryan White eligible services to eligible persons. Eligible persons must have a confirmed diagnosis of HIV, live in South Carolina, have limited income (at or below 550% of the Federal Poverty Level), and have no other payer source for the services provided. Ryan White Part B funded providers must be open to all eligible clients in accordance with federal and state laws. A complete list of eligible Ryan White HIV/AIDS Program Services with definitions is listed as **Attachment 2**.

Emerging Communities have been designated as such by HRSA due to the numbers of diagnosed AIDS cases over the last five (5) consecutive years. DHEC is releasing the Emerging Communities funds as a supplement to the Base award to be used for providing RW Part B eligible core and supportive services with the goals of increasing rates of persons living with HIV who are linked to medical care and retained in medical care, evidenced as needs in the SC HIV Care Continuum.

HRSA's Ryan White Part B Minority AIDS Initiative funds are specifically for funding education and outreach services that are focused on increasing racial and ethnic minority populations' participation in ADAP and, as appropriate, other programs that provide prescription drug coverage. DHEC is releasing MAI funds to address current unmet needs in SC, consistent with the SCSN and SC Integrated HIV Care and Prevention Plan 2017-2021, for the following MAI Outreach initiatives:

- (1) **Statewide Prison Discharge Program** providing statewide discharge planning services to the HIV positive prison population upon discharge to increase racial and ethnic minority population's participation in ADAP.

(Inmates within federal and state prisons are not eligible for Ryan White Part B services other than transitional services within 90 days of release where no other services exist. Only discharge planning services may be provided to SC Department of Corrections inmates.)

- (2) **Local Jail Outreach Program** providing outreach to local jail populations to be conducted at the local jail, to increase racial and ethnic minority populations' participation in ADAP.

(RW Program funds can be used to support HIV/AIDS services in local jails (i.e., county or city) if these institutions are not legally responsible for and/or financially able to meet the HIV/AIDS care and treatment needs of all persons in their custody. Persons who are on probation or parole are eligible for Ryan White Part B services since they are living in the community and are not in the care or custody of a jail or prison system.)

While awarded Ryan White Part B MAI funding must be specifically used for targeted outreach to racial and ethnic minority populations, the initiatives must be available to all RW Part B eligible PLWH. Funds from another source (e.g. Ryan White Part B Program, program income, or other agency funds) must be used in proportion to the non-minorities served through the initiative. Reports submitted to HRSA for MAI only allow reporting of visits and services to minorities.

(2) Eligible Applicants

Organizations which are eligible to apply for funds must have a minimum of at least three (3) years of documented, established history (within the past three (3) years) of providing quality RW eligible services of HIV medical care, HIV medical case management and/or supportive services (consistent with RW eligible services) to Ryan White Part B eligible PLWH as outlined in the attached Scope of Services to be eligible for funding. Applicants applying to DHEC for Ryan White Part B funding must be physically located in the service area (or will be physically located in the area within 60 days of the start of the grant agreement) and must provide services to PLWH living in all counties in the multi-county service area. Additionally, the applicant must have the infrastructure capacity to operate on a cost reimbursement basis without prompt reimbursement, as reimbursement typically occurs 30-60 days after invoicing.

Eligible organizations must also submit a Certificate of Existence, also known as a Certificate of Good Standing from the Secretary of State. This certificate states that an entity is in good standing with the Secretary's Office, and has, to the best of the Secretary of State's knowledge, filed all required tax returns with the Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>

A subrecipient previously terminated by DHEC must wait three years before an application will be considered for funding from DHEC.

Risk Assessment:

As noted in the Code of Federal Regulations 2 CFR 200.331 (b), DHEC as the passthrough entity of federal grant awards, is responsible for monitoring subrecipients for compliance with all requirements of the award and applicable federal, state, county and municipalities laws, ordinances, rules, and regulations.

Pre-award - DHEC has adapted a best practice approach of performing pre-award risk assessments before applicants receive Federal subawards. This best practice is consistent with 2 CFR 205. The pre-award risk assessment (see Attachment 12) will be in the form of a questionnaire to be completed by the applicants/potential subrecipients. A completed pre-award risk assessment must be included with the application and will be reviewed by DHEC's Bureau of Financial Management and provided to the review panel members prior to making funding recommendations to the program.

Post-award - The post-award frequency of future monitoring will be determined by identification of any risk factors which would indicate a need for increased monitoring. Actual subrecipient performance will be monitored on a perpetual basis. In addition, a risk assessment survey like the one used in the RFGA process, will be mailed to each subrecipient on an annual basis.

Methods for evaluating risk and ensuring compliance may include but are not limited to:

- (1) Risk assessment surveys
- (2) Desk audits of documentation
- (3) Reviewing the actions taken by the subrecipients to ensure obligations of subawards are being met
- (4) Interviews with the subrecipients, their clients and program staff
- (5) Reviewing financial stability (financial statements)
- (6) Assessing the quality of management systems and ability to meet the management standards prescribed in 2 CFR 200
- (7) Reviewing the prior history of the subrecipient's performance in managing Federal awards
- (8) Reviewing findings from audits

Applications from all eligible organizations will be considered. Funds will be awarded for up to a five (5) year project period. Funding awards will be made annually with available fiscal year funds. The initial grant fiscal year is from April 1, 2019-March 31, 2020. Annual continuation awards within an approved project period will be made based on satisfactory progress as evidenced by successfully implementing

required recipient activities, submitting required reports in a timely manner, and being in compliance with all grant agreement obligations. Continuation awards are subject to funding availability from HRSA, available ADAP rebates, and service priorities. Federal funding levels and rebates may change from year-to-year, as a result, grant award amounts are subject to change annually.

III. SCOPE OF WORK/SPECIFICATIONS

A. REQUIRED ACTIVITIES

Ryan White subrecipients awarded under this grant application shall:

1. Conduct an annual individual area needs assessment within the geographic area served and participate in periodic statewide needs assessments to be conducted on an ongoing basis. The annual assessment is to be done in collaboration with public health and community-based providers of HIV-related services and with the participation of PLWH. Surveys must demonstrate a strategy to eliminate survey bias. The subrecipient should include individuals who know their HIV status and are not receiving HIV-related services as well as paying attention to any gaps in access and services among affected populations. Results of the needs assessment must be used in program planning.
2. Deliver a continuum of services for PLWH living in all counties of the service area for which the organization provides or pays for services to support the care plan to ensure clients enter medical care, remain in care, are prescribed anti-retroviral therapy, and strive to achieve and maintain viral suppression. The following Ryan White Part B eligible services must be provided or paid for: outpatient ambulatory health services, oral health care, mental health services, medical case management, outpatient substance abuse services, and medical transportation. Other RW Part B eligible core and supportive services include: health insurance premium and cost sharing assistance, home and community based health services, hospice services, medical nutrition therapy, emergency financial assistance, food bank/home delivered meals, health education/risk reduction, housing services, linguistics services, other professional services, outreach services, permanency planning services, psychosocial support services, referral for health care/supportive services, rehabilitation services, respite care and substance abuse services residential. These services should be provided in a setting that is accessible to low-income individuals with HIV disease who may have numerous barriers to continuous engagement in care, including a history of mental health, substance abuse, and incarceration. Services must be provided to eligible PLWH individuals who may be uninsured, underinsured or have no source of payment for services. Provision of these services must adhere to the Ryan White HIV/AIDS Program Services, which are subject to change during the grant period. The current version can be found in **Attachment 2**. Staff providing services must be licensed and accredited as required by the state for the service they provide when licensing and accreditation is required for a service. As needed, the subrecipient will consult with the DHEC STD/HIV/Viral Hepatitis Program in developing programs/services and policies to assure compliance with Ryan White legislation.
3. Develop and submit to DHEC an annual budget, budget narrative, and implementation plan (IP) to meet identified service needs with the participation of PLWH using the DHEC required budget and IP formats (**Attachment 8 and 9**, respectively). After subtracting administrative costs (a maximum of ten (10%) of the subrecipient expenditures), a minimum of seventy-five (75%) of the award must be spent on core services. In establishing a local plan, the subrecipient must demonstrate that they have consulted with the Regional DHEC office and other entities providing HIV-related health care in the area, including other Ryan White providers, community-based AIDS service organizations and PLWH. The subrecipient must show how their plan agrees with their most recent Needs Assessment and SC's Integrated HIV Care and Prevention Plan 2017-2021, including the SCSN. See **Attachment 1**.

4. Develop agency Service Standards for all Ryan White Part B services provided. Standards should include at a minimum service eligibility, service process, and service caps. The standards should function to ensure that all clients at the agency are offered the same fundamental components of a given service and establish the minimum level of service of care that the RW funded provider offers.
5. Participate in the Ryan White Statewide Quality Management (QM) program to assess the extent to which HIV health services provided to patients are consistent with the most recent guidelines for treatment of HIV disease and related opportunistic infections, to assess the efficacy of the programs, to analyze and improve gaps along the HIV care continuum, and to implement respective corrective actions. Participation includes the annual development and implementation of a local Quality Management Plan that is aligned with the overall statewide Quality Management Plan (**Attachment 3**), representation at QM Steering Committee Meetings; annually submitting Clinical Report Card (as required), which includes the established statewide QM Performance Measures to DHEC; routinely monitoring agency performance utilizing Performance Measure data and established targets; implementing continuous quality improvement strategies to improve care and support services provided; and periodically updating DHEC as requested on implementation of improvement strategies.
6. Maintain strong partnerships in the service area between health departments, HIV prevention service providers, HIV care service providers, and community health centers as these are necessary in meeting the goals of the SC's Integrated HIV Care and Prevention Plan 2017-2021 and the Ryan White Part B Program EIIHA initiative. EIIHA is the identifying, counseling, testing, informing and referring of diagnosed individuals to appropriate services. The goal of EIIHA is to ensure that individuals who are unaware of their HIV status are identified, informed of their status, referred to supportive services, and linked to medical care.
7. Promote coordination and integration of community resources and services and address the needs of all affected populations. Maintain appropriate relationships with entities in the area being served that provide key points of access to the health care system for PLWH to facilitate early intervention for those individuals who are newly diagnosed and for those who know their status but are not currently in care. Subrecipient must show evidence of concrete collaborative relationships with providers of medical services, mental health services and substance abuse services provided to people living with HIV.
8. Conduct entry or re-entry to care rapid and laboratory testing as recommended to ensure comprehensive, quality medical care services in a manner that is consistent with HIV clinical and service performance measure and goals, as clients initially engage or re-engage medical care services. The list below is based on most recent clinical guidelines. Entry or re-entry into care guidelines are subject to change. Diagnostic/laboratory tests may include but are not limited to:
 - a) Proof of eligibility: Confirmatory HIV rapid test in a manner consistent with CDC and HRSA Rapid/Rapid testing policy and HIV confirmatory antibody blood test;
 - b) HIV Disease Progression: T-cell panel CD4 count/complete blood panel and HIV Viral Load;
 - c) Public Health: Screening for Syphilis and other STIs;
 - d) Co-infection: Screening for: Hepatitis positivity, immunity, drug resistance and/or disease progression;
 - e) Public Health: Screening for Tuberculosis exposure and/or infection;
 - f) ART Therapy: Drug sensitivity test - such as but not limited to - HLA-B*5701 for therapies containing Abacavir and/or CCR5 Tropic Assay for Selzentry;
 - g) Resistance testing: Drug resistance testing such as Genotype or Phenotype;

- h) Standard of Care: Other tests as defined by the subrecipient for standard of care at entry or re-entry into care.
9. Ensure Ryan White HIV/AIDS Program is the payer of last resort and vigorously pursue alternate payer sources. The subrecipient must make every effort to ensure that alternate sources of payments are pursued and that program income is received, tracked, and used consistent with grant requirements. Subrecipient is required to use effective strategies to coordinate with third party payers that are ultimately responsible for covering the cost of services provided to eligible or covered persons. Third party sources include Medicaid, State Children's Health Insurance Programs (SCHIP), Medicare, including Medicare Part D, basic health plans and private insurance.
- (Health Insurance Premium (HIP) assistance is available to Ryan White funded providers through ADAP. ADAP Program staff are available to assist with program initiation.)
10. Certify that all clients served with Ryan White Part B services meet the following South Carolina Part B eligibility criteria: have confirmed diagnosis of HIV, live in South Carolina, have limited income (at or below 550% of the Federal Poverty Level), and have no other payer source for the services provided. Proof of eligibility must be on file and collected prior to initiation of services. Subrecipients must ensure all clients receiving Ryan White Part B services certify eligibility every 12 months/annually and recertify eligibility at least every 6 months. Ryan White, as the payer of last resort, will fund Ryan White services not covered, or partially covered, by public or private insurance coverage.
11. Use *Provide Enterprise (PE)* for tracking and reporting program services. All core and supportive funded services provided must be documented in *PE*. The Ryan White Services Report (RSR) must be submitted to HRSA from *PE*. Must have a protocol for ensuring accuracy and timeliness of documentation into *PE* for services provided.
12. Have a grievance policy for the RW Part B Program. The grievance policy must be in writing and shared with RW part B clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to denial of services or a complaint about services received which is unresolved at the subrecipient level may be reported by the client to DHEC's STD/HIV Division by calling 800-856-9954 between the hours of 8:30AM-5:00PM Monday through Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the provider, and, there shall be no reprisal towards the client when grievances are made.
13. Agrees to conduct Programmatic Technical Assistance projects including group and provider-to-provider level training and development of statewide tools to Ryan White Part B providers in SC on an as needed basis when pre-approved by DHEC. Programmatic Technical Assistance Project Work Plans must be pre-approved by DHEC prior to beginning work using the Work Plan template. Only pre-approved costs in the Work Plan will be reimbursed.
14. If awarded EC funds, EC funds must be used for providing RW Part B eligible core and supportive services for low-income PLWH in the designated Emerging Communities in the state with the goal and linking and retaining clients in care.
15. If awarded MAI funds, MAI funds are awarded for the statewide prison discharge planning and/or local jail outreach programs increasing racial and ethnic minority populations' participation in ADAP and, as appropriate, other programs that provide prescription drug coverage. While awarded Ryan White Part B MAI funding must be specifically used for targeted

outreach to racial and ethnic minority populations, the initiatives must be available to all RW Part B eligible PLWH. Funds from another source (e.g. Ryan White Part B Program, program income, or other agency funds) must be used in proportion to the non-minorities served through the initiative. Reports submitted to HRSA for MAI only allow reporting of visits and services to minorities.

B. GRANT REQUIREMENTS

Ryan White subrecipients awarded under this grant application shall:

1. Adhere to HRSA's HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards, and any revisions made during the grant period, which can be found at:
<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>,
<https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringpartb.pdf>,
<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>
2. Adhere to SC DHEC's Ryan White Part B Program Service Standards (**Attachment 4**), and any revisions made during the grant period. The standards function to ensure that all Ryan White Part B service providers offer the same fundamental components of a given service category across the state, establish the minimum level of service or care that a RW funded provider may offer, and ensure accessibility of services funded by or derived from RW Part B Program funding.
3. Provide medical case management services as described in the Ryan White HIV/AIDS Program Services (**Attachment 2**) i.e. 1) initial assessment of the service needs, 2) development of a comprehensive, individualized service plan, 3) coordination of the services required to implement the plan as well as 4) client monitoring to assess the efficacy of the plan and 5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. Adhere to the South Carolina Part B Medical Case Management Standards, and any revisions made during the grant period, (**Attachment 5**), including the requirement for all Medical Case Managers to complete the Medical Case Management Educational Training series and pass the final examination within eighteen (18) months of their employment start date. Adhere to the Medical Case Manager and Medical Case Manager Supervisor qualifications (**Attachment 6**) when hiring new staff.
4. Adhere to the current HHS Treatment Guidelines are available at www.aidsinfo.nih.gov.
5. Adhere to adopted clinical, treatment, and HIV care related guidelines for monitoring of performance and quality metrics.
6. Participate in quality initiatives adopted by DHEC for services funded by RW Part B Program funds or funds derived from the RW Part B Program. An example includes RW funded Outreach services should adhere to the goals and activities of state outreach program.
7. Subrecipients providing Medicaid eligible services must be Medicaid certified.
8. If the subrecipient desires to enter into contractual agreements with other entities for the provision of services, the subrecipient must first gain written prior approval from DHEC's STD/HIV/Viral Hepatitis Division. The contractual agreement must include the scope of work and terms and conditions related to the services they will provide to include all requirements in the parent grant agreement with DHEC. The subrecipient is responsible for

providing oversight and monitoring to ensure entities receiving Ryan White Part B Program funds are in compliance with all HRSA and DHEC grant agreement and reporting requirements as stated in this RFGA and the grant agreement with DHEC. If approved, DHEC will establish the monitoring profile in the HRSA Electronic Handbook (EHB). All subrecipients are required to submit an annual RSR directly to HRSA from PE.

9. Establish and maintain a schedule of charges policy for services billable to insurance that includes a cap on charges in accordance with HRSA's requirements for client cost share. The policy must be posted publicly and be based on current Federal Poverty Level. No charges may be imposed on clients with incomes below one hundred percent (100%) of the FPL. Charges to clients with incomes greater than the poverty level are determined by a three-tiered schedule of charges. Annual limitation of charges for Ryan White services are based on percent of client's annual income. The schedule of charges policy and annual caps must follow the guidelines in HRSA's National Fiscal Monitoring Standards.
10. Retain all records with respect to all matters covered by this agreement in accordance with grant agreement Terms and Conditions.
11. Allow HRSA and DHEC on-site for site visits and make records available upon request for financial, programmatic, quality management, and other topics, as required for monitoring purposes. Submit documentation of follow-up on all Corrective Actions, as indicated, until resolved.
12. Permit and cooperate with any State or Federal investigations undertaken regarding programs conducted under Ryan White Part B.
13. Provide, upon request by HRSA or DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. FINANCIAL MANAGEMENT: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation.
 - b. PROGRAM PROGRESS: Review progress in providing Ryan White services and expending funds.
14. Document time and effort of staff funded with Ryan White Part B Program funds demonstrating fiscal stewardship of Ryan White Part B funds.
15. If the subrecipient agency utilizes the 340B covered entity status available as a Ryan White Part B Program provider, allow DHEC to review the financial documentation of revenues and expenditures to ensure that 340B revenues are generated and utilized in compliance with HRSA requirements.
16. Program income shall be monitored by DHEC, retained by the Subrecipient, and used to provide Ryan White HIV/AIDS Program (RWHAP) Part B services to eligible clients. Program income is gross income – earned by the Subrecipient directly generated by the grant-supported activity or earned as a result of the RWHAP Part B award. Subrecipient must have systems in place to account for program income and ensure tracking and use of program income consistent with HRSA's requirements. All program income generated as a result of awarded funds must be used for HRSA's Ryan White HIV/AIDS Program Part B approved project-related activities. For additional information regarding program income, reference the HAB Policy Notices: PCN 15-

03 and the Frequently Asked Questions for Policy Clarification Notices 15-03 and 15-04 found at: <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>

17. Responsible for all matters pertaining to applicable HIPAA, data security, and confidentiality, including references in the Grant Agreement.

C. GRANT MEETING REQUIREMENTS

Ryan White subrecipients awarded under this grant application must attend the following meetings:

1. PEER REVIEW: The subrecipient will assign one (1) representative at the Director level to serve on the Peer Review Committee. Meetings are held face-to-face four (4) times per year on the first Thursday of the months of March, June, September, and December.*
2. DIRECTOR MONTHLY CALLS: The subrecipient will assign the same one (1) representative from the Director level to attend the Director Monthly Calls. Calls are scheduled on the first Thursday of each month when not meeting in person.*
3. CLINICAL QUALITY MANAGEMENT MEETINGS: The subrecipient will assign at least one (1) representative to serve on the Statewide Ryan White QM Steering Committee. The QM Steering Committees meets twice per year.*
4. MEDICAL CASE MANAGEMENT WORKGROUP: The subrecipient will assign one (1) representative to serve on the Medical Case Management Workgroup. Meetings are scheduled monthly for the fourth Thursday of each month.*
5. OUTREACH WORKFORCE COMMITTEE: If the subrecipient uses Ryan White Part B Program awarded funds or funds earned through the Ryan White Part B Program for providing Outreach services, the subrecipient will assign at least one (1) representative to serve on the Outreach Workforce Committee. Additionally, all MAI funded staff are also required to attend the Outreach Workforce Committee. Meetings are scheduled for the third Thursday of each month.*
6. PERIODIC STATEWIDE MEETINGS: The subrecipient will send at least one (1) representative to each statewide meeting convened by DHEC, not to exceed four (4) per year. Examples may include, but are not limited to, Ryan White All Parts Meetings and meetings specifically held for preparing and evaluating, SC's Integrated HIV Care and Prevention Plan, including the SCSN.
7. PROGRAM SPECIFIC TECHNICAL ASSISTANCE (TA): Subrecipients throughout the year may be required to participate in DHEC required Technical Assistance meetings, calls, and webinars. Examples may include, but are not limited to: Site Visit Preparation, RSR Technical Assistance, ADAP TA calls and other calls for the dissemination of Technical Assistance to meet program deliverables.

*Meetings are subject to change and may be canceled with advance notice from DHEC.

D. GRANT REPORTING REQUIREMENTS

The subrecipient will provide programmatic, demographic, and financial reports as requested by the STD/HIV Division.

Reporting requirements, which are subject to change during the grant period, include:

1. QUARTERLY/BI-ANNUAL REPORTS:

- a. QUARTERLY – A financial statement for each Ryan White Part B Program funding source which identifies the amount of funds received and the amount expended for each category of services provided.
- b. BI-ANNUAL – A description of the progress in meeting local HIV service goals and objectives, including efforts to address the continuum of health and support services, and a summary of issues and/or problems, which may have impeded implementation and the strategies, used to address them. Goals and objectives will be submitted annually and progress reported bi-annually for each funding source or as requested by DHEC.

2. RYAN WHITE SERVICES REPORT (RSR):

- a. Each subrecipient that receives Part B funding will submit reports on all clients who received at least one (1) service during the reporting period that is eligible for Ryan White Part B funding and funded with Ryan White Part B federal funds. These reports must include unduplicated counts of clients. The reporting period will be January 1-December 31. If the subrecipient subcontracts any of the work, the subrecipient is responsible for ensuring the subcontractor submits an RSR.
- b. Each subrecipient receiving Part B funds will provide other information required for the RSR including, but not limited to, RSR Summary Report; a contact person for each provider; the name, address, phone and fax number for each organization; the minority composition of the board and/or staff of each organization as well as other information.

3. WOMEN, INFANT, CHILDREN, YOUTH (WICY) REPORT:

The subrecipient will also be required to comply with any additional reporting requirements that may be required by DHEC and HRSA such as reporting on the numbers of Women, Infants, Children and Youth served.

4. QUALITY MANAGEMENT PROGRAM DATA REPORT

The subrecipient will be required to submit a report of the required performance measures annually.

5. ADDITIONAL DOCUMENTATION AND REPORTING REQUIREMENTS:

In addition to the reporting requirements above, in order to comply with the Ryan White legislation, the funded subrecipient must document and report to DHEC information about the:

- a. Other reports as indicated in the Ryan White Reporting Schedule posted to the DHC website annually;
- b. Type, amount, and costs of programs and services funded through the subrecipient;
- c. Number and demographic characteristics of individuals and families served by the subrecipient; and
- d. Data elements collected for RSR and Quality Management Program, which will include but are not limited to: CD4 counts, viral load test results, TB skin testing, immunization information, and pap tests.

6. ADAP PROGRAM:

DHEC is required under the Ryan White Part B grant to report unduplicated client services to the HRSA. In accordance with this grant requirement and for purposes of the ADAP Program's performance of treatment, payment and health care operations pursuant to the Health Insurance Portability Act of 1995 (HIPAA) the subrecipient will be required to release to the ADAP Program the following information upon request:

- a. Electronic information entered into the *Provide Enterprise* System. The information requested will include the Patient's Client Profile, Drug (if entered) and Vital Sign Information (if entered) and will not include detailed information such as visit history and progress logs.
- b. Timely release of this information to the ADAP Program is essential for purposes of grant compliance.

7. PROGRAM INCOME REPORT:

The subrecipient will also be required to report program income to DHEC on monthly invoices for the program income earned in the previous month. The Program Income Report must include gross income minus expenses giving net income for each source of program income as seen in **Attachment 7**.

E. GRANT ACCOUNTABILITY MEASURES

1. Subrecipients must serve no less than ninety-five percent (95%) of the total number of clients served in the previous calendar year based on the annual Ryan White Services Report. A decrease greater than five percent (5%) in clients served may result in corrective actions and may result in a reduction in funding or termination of the Grant Agreement, unless there is statistical evidence of a decrease in need for the service area or additional services providers added to the service area.
2. Subrecipients falling below twenty percent (20%) of the state benchmark for any of the established Quality Management Performance Measures will be required to implement improvement strategies and report progress to DHEC. The improvement strategies must include agreed upon (between DHEC and subrecipient) improvement targets with established time frames. Non-compliance with the improvement strategy or continued performance below twenty percent (20%) of the state benchmark may result in a reduction in funding or termination of the Grant Agreement.
3. In a fiscal year, subrecipients must use funds within ten percentage (+/-10%) points of the ratio of the population of racial minority groups with HIV infection of the geographic service area to the general population in the geographic area of individuals with HIV infection.

For example, in the service area if the proportion of African-Americans with HIV infection to the total number of persons with HIV infection is **seventy-four** percent (74%), then the subrecipient must expend **at least sixty-four** percent (64%) of its annual funding to providing services to African Americans. DHEC will provide each funded subrecipient with the required ratio based on reported HIV/AIDS cases and prevalence data.

4. Subrecipients must use no lesser than the percentage of funds in a fiscal year constituted by the ratio of the population of the geographic service area of infants, children, youth and women with HIV infection to the general population in the geographic area of individuals with HIV infection. For example, in the service area if the proportion of infants, children, youth and women with HIV infection to the total number of persons with HIV infection is twenty-four percent (24%), then the subrecipient must expend no lesser than twenty-four percent (24%) of its annual funding to providing services to infants, children, youth and women. DHEC will provide the funded subrecipient with the required ratio based on reported HIV/AIDS cases and prevalence data.

MEASURE – Actual proportion of infants, children, youth and women with HIV infection served per year versus the number of infants, children, youth and women with HIV infection in the geographic area.

F. FUNDING RELATED GRANT REQUIREMENTS

Ryan White subrecipients awarded under this grant application shall:

1. Submit annually a projected annual budget, budget narrative, and Implementation Plan (IP) for each funding source to DHEC at the beginning of each grant year for each funding source awarded. Each funding source (Base, EC, MAI, Supplemental, Rebate) must be budgeted, tracked, reported, and invoiced separately. Required Budget and IP templates can be found: in **Attachments 8 and 9 respectively**.

The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds.

2. If throughout the course of a grant year a budget revision is necessary and exceeds twenty-five percent (25%) of the amount allocated for a budget line item, the subrecipient must make a written request to DHEC for approval of the revision. The budget revision will not be authorized until the subrecipient receives written approval from DHEC. Budget revision templates can be found in **Attachment 10**.
3. Limit administrative charges to the grant to ten percent (10%) of expenditures.
4. Spend at least seventy-five (75%) of each award on core services after subtracting administrative costs. A maximum of twenty-five (25%) of each of the subrecipient's grant award (after subtracting administrative costs) may be spent on supportive services. MAI funds are not held to this rule.
5. While this list is not inclusive of all unallowable costs, Ryan White Part B Program funds may not be used for the following:

- International Travel
- Construction
- Pre-Exposure Prophylaxis (PrEP) or Post-Exposure Prophylaxis (nPEP)
- Syringe Services Programs
- Cash payment to intended recipient/client of RW services
- Development of materials designed to promote or encourage, directly, intravenous drug use or sexual activity
- Funeral and burial expenses
- Support for operating clinical trials
- Support for criminal defense or for class action suits unrelated to access to services eligible for funding under the Ryan White legislation
- Direct maintenance or any other expenses of a privately-owned vehicle
- State and local taxes for personal property
- Pet foods
- Social/recreational activities if not provided on subrecipient premises
- Marketing and promotion to general audiences

- Vehicles (purchase or lease without DHEC's Prior Approval)
 - Start-up costs
6. Continually monitor the third-party reimbursement process and collect reimbursement. Charges that are billable to third party payers are unallowable for reimbursement with Ryan White Part B Program funds, as Ryan White is the payer of last resort.
 7. Subrecipient must have financial mechanisms in place to monthly track program income, including client direct payment, reimbursement from Medicaid, Medicare, third party insurance, and 340B Income, and expenditures of program income. Program income must be used to further the Ryan White Part B program and can only be used in accordance with HRSA's Ryan White HIV/AIDS Program Part B requirements.
 8. Must have and maintain financial mechanisms for monthly adequate and accurate reporting, reconciliation and tracking of program expenditures for each awarded funding source and program income. Each Ryan White Part B awarded funding source (ie. Base, EC, MAI, Supplemental, Rebate) and program income must be budgeted, tracked, and reported separately. Reimbursement requests must also be by funding source. Mechanisms must be in place for accurately tracking clients and expenditures and ensuring no duplication of services.
 9. An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The subrecipient should make every attempt to utilize funds as expeditiously as possible within each grant award year. At the end of each grant award year, and also at the end of the grant agreement period if a multi-year grant agreement, the total expenditures should offset the initial advance payments and this offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Repayment of any excess funding will be required. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.

IV. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

Applicants should submit responses to the following for the purpose of eligibility, evaluation, and award determination. To be considered for award, the application must include responses to all the information requested in this section. Scoring points associated with each section are noted in parentheses. Applicants should restate each of the items listed below and provide their response immediately thereafter.

If an applicant is applying for more than one (1) service area, the applicant must submit complete, separate applications for each service area for which applying.

The applicant is to submit ONE ORIGINAL and FOUR (4) bound, hard copies.

ALL INFORMATION SHOULD BE PRESENTED IN THE LISTED ORDER:

COVER LETTER: – Submit a cover letter, which includes:

- (1) Service area for which the applicant is applying for Ryan White Part B Base funds. If the applicant is also applying for Ryan White Part B Emerging Communities and/or Ryan White Part B Minority AIDS Initiative, please indicate in the cover letter;

- (2) Statement that the applicant is willing to perform the services as stated in the RFGA;
- (3) Statement that the applicant will comply with all requirements of the RFGA and the attached Grant Agreement, if awarded;
- (4) Statement that the project(s) can be carried out for the budget requested; and
- (5) The cover letter must be signed by a person having authority to commit the applicant to a grant agreement.

TABLE OF CONTENTS – Provide a **one-page** table of contents document that includes all the items listed below.

- A. Eligibility Determination Documentation
- B. Ryan White Part B Program Description
- C. Organizational History, Experience, Structure, and Capacity
- D. Community Collaborations
- E. Needs Assessment
- F. Reporting and Evaluation
- G. Ryan White Part B Base Budget and Budget Narrative
- H. Emerging Communities Application (if applicable)
- I. Ryan White Part B Emerging Communities Budget and Budget Narrative (if applicable)
- J. Minority AIDS Initiative Application (if applicable)
- K. Ryan White Part B MAI Budget and Budget Narrative (if applicable)

A. **ELIGIBILITY DETERMINATION DOCUMENTATION (not scored, however all components must be present for the application to be reviewed and the information may be used for award determination)**

- 1. Describe the three (3) years of established history of providing RW eligible services of HIV medical care, HIV medical case management, and/or supportive services to RW Part B eligible PLWH as outlined in the Scope of Services.
- 2. Provide three (3) years of data reports as documentation of three (3) years of service history described above:

Applicants who have previously received Ryan White funding: Provide three annual Ryan White data reports (CY2015, CY2016, CY2017). Data may be in the form of a summary data report such as a Client Summary Report from *Provide Enterprise (PE)* or a Ryan White Data or Services Report printed directly from another RSR-ready database (include name of database).

Applicants who have not previously received Ryan White funding: Indicate sources of funding and specific programs supported. If grant funds, include start and end dates of grant funding. Provide at least three annual data reports indicating RW eligible services of HIV medical care, HIV medical case management and/or supportive services (consistent with RW eligible services) to Ryan White Part B eligible clients provided (CY2015, CY2016, CY2017). Data may be in the form of: 1) reviewed summary data reports clearly indicating provision of specific services to RW Part B eligible clients, (2) data within a site visit report from the funder, or (3) data within a funder's technical review of the applicant's annual report.

- 3. *Applicants who are not currently DHEC Ryan White-funded:* Provide at least one site visit report or technical review from a funding source grantor describing quality service delivery and other successes in providing eligible RW Part B services to eligible RW Part B clients as are being proposed in this application. This document may be from any year(s) within the past three calendar years (2015, 2016, 2017). **(Note: Applicants currently receiving DHEC Ryan White Part B funding need not submit a site visit report.)**

To satisfy this requirement, reviewers will examine the applicant's most recent DHEC Ryan White Part B site visit report on file at DHEC.)

4. Provide a list of all office locations giving physical address and phone numbers where SC Ryan White Part B DHEC funded services will be provided to eligible PLWH.
5. Provide a statement ensuring DHEC that PLWH in all counties of the service area will be served (specifics of the accessibility for clients will be scored in the Ryan White Part B Program Description section.)
6. Provide a statement indicating that the applicant has the capacity to enter into a cost reimbursement grant agreement without prompt reimbursement from DHEC.
7. Submit a budget template and budget justification.
8. Submit a Certificate of Existence, also known as a Certificate of Good Standing, from the SC Secretary of State. This certificate states that an entity is in good standing with the SC Secretary of State's Office, and has, to the best of the SC Secretary of State's knowledge, filed all required tax returns with the SC Department of Revenue. The Certificate can be requested via: <https://web.sc.gov/SOSDocumentRetrieval/Welcome.aspx>
9. Submit a completed Pre-Award Risk Assessment. (Although the risk assessment is not scored, the results of DHEC's Pre-Award Risk Assessment could impact the decision to award or the terms on which an award is made.)
10. Has your organization ever had a DHEC contract or grant agreement terminated for non-compliance? If yes, provide a description of the circumstances of the terminated contract or grant agreement including: the DHEC contract or grant agreement number, date of termination, reason for termination, and any changes within the applicant organization to ensure compliance with current and future contracts.

B. RYAN WHITE PART B BASE PROGRAM DESCRIPTION (30 POINTS TOTAL)

The applicant must clearly define the services they will provide and describe how they will be provided.

1. Complete an annual Implementation Plan (**Attachment 9**) showing the RW Part B Program funded services proposed to be provided and how many Ryan White Part B eligible PLWH are proposed to be served with each funded service. Note: No less than 75% of the funds can be spent on core services.

The following services must be provided or paid for: medical care, medical case management, mental health services, oral health services, substance abuse services outpatient, and medical transportation.

2. Describe each RW Part B eligible service and the service delivery process for each service as proposed to be provided with Ryan White Part B funds. Include who at the organization will deliver the service and how the organization will ensure proper and timely access to each service.

(If other services are available through other sources of funding to RW Part B eligible PLWH at your organization, you may also include a description of those services with funding sources separately. This will ensure reviewers of the application know the full array of services available to PLWH)

3. Describe the planned EIIHA and other initiatives to be implemented by your organization, including partnerships with HIV testing sites, for facilitating early intervention and quick linkage to medical care.

4. Describe how services will be made available and accessible to all clients in the multi-county service area, including the outlying areas.
5. Describe the process the organization will use to ensure and document twice annually that only Ryan White Part B eligible clients are served with Ryan White Part B services.
6. Describe how the organization will ensure that Ryan White is the payer of last resort and vigorously pursues alternate payer sources for clients, including Medicaid, State Children's Health Insurance Programs (SCHIP), Medicare, including Medicare Part D, basic health plans and private insurance.
7. If proposing to provide any Medicaid eligible services, provide proof of Medicaid certification.
8. Describe the organization's staffing to provide the above RW Part B Program funded services and to administer the grant assuring compliance with all requirements listed in the RFGA. Submit job descriptions and biographical sketches (or resumes) of key personnel administering the grant and those providing services.

C. ORGANIZATIONAL HISTORY, EXPERIENCE, STRUCTURE, AND CAPACITY (30 POINTS TOTAL)

The applicant must demonstrate the proven ability to accomplish the tasks set forth in the Scope of Work.

1. Describe the organization's history, experience, and qualifications demonstrating the ability to accomplish the tasks set forth in the Scope of Work and adhere to the HRSA National Monitoring Standards, SC Ryan White Part B Standards, SC Part B Medical Case Management Standards, and DHHS Screening/Treatment Guidelines and Goals.
2. Describe the organization's record of service to special populations and sub-populations with HIV disease within the communities/counties to be served. Include the current number of PLWH currently served by your organization with each of the Ryan White eligible services.
3. Describe how the composition of the Board of Directors and the composition of the key agency staff reflect the target population.
4. If applicable, list all Board members, including phone numbers and email addresses.
5. Submit an organizational chart for the organization.
6. Describe the organization's data security and confidentiality standards?
7. What is the organization's current grievance policy?
8. Describe the financial mechanisms and processes in place for adequate and accurate monthly tracking, reporting, and reconciliation of program expenditures for each awarded funding source.
9. Describe the current process for monthly collecting, tracking, reporting, and reconciliation of program income revenue and expenditures (including third party reimbursement and 340B income, if applicable).

10. How does the organization accurately track expenditures ensuring no duplication of payment for client services?
11. If subcontracting for services (as indicated in the Program Description section above), how does the organization plan to provide contractual oversight and ensure the subgrantee is in compliance with HRSA and DHEC grant agreement and reporting requirements?
12. List any lawsuits that have been filed against the organization for all services related to the services that will be provided under this Ryan White Part B grant. Include the status and a background on the claim.
13. Demonstrate the ability to begin provision of services within sixty (60) days of grant execution.

COMMUNITY COLLABORATIONS (10 POINTS TOTAL)

The applicant must demonstrate collaboration and coordination with other providers in the service area for which they are applying.

1. List the agencies and community-based organizations with which your agency will collaborate. For each organization, briefly describe the services, role in the service area, and record of service to persons with HIV disease and families.
2. Describe how the organization will maintain appropriate relationships with entities in the area that provide key points of access to the health care system for people living with HIV including health departments, community health centers, HIV testing sites, mental health centers and homeless service centers.
3. Describe how the organization will collaborate with entities providing ambulatory and outpatient HIV-related health care services, medical case management, and support services within the area to be served, including other Ryan White funded and HOPWA funded agencies, providing services to similar populations.
4. How will your organization ensure coordination, but not duplication, of services to the client will occur within the service area?

D. NEEDS ASSESSMENT AND PLANNING (15 POINTS TOTAL)

The applicant must demonstrate an understanding of the needs in the service area and use of needs assessment data in program planning.

1. Describe the HIV epidemic in the service area for which your organization is applying. The applicant agency shall consider demographic characteristics of reported AIDS cases and HIV infection, as well as other sources of information. South Carolina HIV/AIDS surveillance data is available on the web at:
<https://www.scdhec.gov/health/diseases-conditions/infectious-diseases/hiv-aids-sexually-transmitted-diseases/hiv-aids-std>.
2. Identify populations to be served.
3. Describe the existing HIV services and service needs or gaps within the service area to be served.

4. What was the process for assessing local needs, including the existing services and service needs or gaps listed in #2. Were PLWH involved? If so, how?
5. How will PLWH be involved in the needs assessment and planning of service delivery processes each year?
6. Based on the local needs assessment and the SC Statewide Coordinated Statement of Need, indicate how each service proposed meets a service need in the service area. Also indicate how the service aligns with the SC Integrated HIV Care and Prevention Plan, 2017-2021 and the HIV Care Continuum.
7. How will the SC Integrated HIV Care and Prevention Plan 2017-2021 and HIV Care Continuum be utilized each year in planning, prioritizing, targeting, and monitoring available resources in response to needs of PLWH in the jurisdiction, and in improving engagement at each stage in the HIV care continuum?

E. REPORTING AND EVALUATION (15 POINTS TOTAL)

The applicant must demonstrate the ability to meet reporting requirements of the grant and evaluate the program.

1. The subrecipient must agree to use the database software *Provide Enterprise* and the *PE* Portal for interaction with ADAP, service data collection, and reporting.
2. Describe the experience the organization has in record keeping of when and how services are provided to clients.
3. Describe the process the organization will use to collect demographic, service provided data, and qualitative data to meet the state and federal reporting requirements listed in the RFGA accurately and timely.
4. Describe how the organization will evaluate its services to ensure service provision goals and objectives are met in responding to the identified needs and providing cost-effective services.
5. Describe the organizations Quality Management processes and how they align with the State Quality Management Plan.

F. RYAN WHITE PART B BASE BUDGET AND BUDGET NARRATIVE

All applicants must complete a proposal budget template and budget narrative. The Ryan White Part B Base budget template in **Attachment 8** must be used for the budget. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds.

The budget should be for the year April 1, 2019-March 31, 2020.

A program budget narrative and budget form must be submitted but will not be part of the scoring criteria for receipt of funding. The budgets documents will be reviewed to ensure a clear and

understandable explanation of all costs in the narrative budget justification and a demonstration of project costs.

A separate budget and budget narrative must be submitted for each funding source requested. If applying for Part B EC and MAI, specific EC and MAI budgets must also be submitted.

G. EMERGING COMMUNITIES APPLICATION (Scored separately after awarding RW Part B Base) (100 Points) Emerging Communities supplemental funding is available for providing Ryan White Part B eligible core and supportive services for low-income PLWH in two areas of the state with the goal and linking and retaining clients into care: (1) Columbia, SC and (2) Charleston-North Charleston-Summerville, SC.

1. Describe the need for supplemental funding for providing core and supportive services to clients served by the organization.
2. Describe how the planned EC-funded services will increase rates of persons living with HIV related to linkage to medical care and retention in medical care.
3. Complete an annual Implementation Plan (**Attachment 9**) showing the RW Part B Emerging Community services proposed to be provided and how many Ryan White Part B eligible PLWH are proposed to be served with each service. At least 75% of expenditures must be core services.
4. If any services not included in the above Ryan White Part B Program Description will be provided, describe each RW Part B EC eligible service as proposed to be provided with Ryan White Part B EC funds.
5. If any services not include in the above Ryan White Part B Program Description will be provided, describe each RW Part B eligible service and the service delivery process for each service as proposed to be provided with Ryan White Part B EC funds. Include who at the organization will deliver the service and how the organization will ensure proper and timely access to each service.
6. If any services not included in the above Ryan White Part B Program Description will be provided, based on local needs assessment and the SC Statewide Coordinated Statement of Need, indicate how each service proposed meets a service need in the service area. Also indicate how the service aligns with the SC Integrated HIV Care and Prevention Plan, 2017-2021 and the HIV Care Continuum.
7. All applicants must complete a proposal budget template and budget narrative. The EC budget template in **Attachment 8** must be used for the budget. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds.

The budget should be for the year April 1, 2019-March 31, 2020.

A program budget narrative and budget form must be submitted but will not be part of the scoring criteria for receipt of funding. The budgets documents will be reviewed to ensure a clear and understandable explanation of all costs in the narrative budget justification and a demonstration of project costs.

A separate budget and budget narrative must be submitted for each funding source requests. If applying for Part B EC and MIA, specific EC and MAI budgets must also be submitted.

H. MINORITY AIDS INITIATIVE APPLICATION (Scored separately after awarding RW Part B Base) (100 Points)

DHEC is also accepting applications for Ryan White Part Minority AIDS Initiative (MAI) funding for a statewide prison discharge planning program and jail outreach programs for increasing racial and ethnic minority populations' participation in ADAP.

1. Indicate the outreach initiative(s) the organization is proposing to increase minority participation in ADAP? The proposal must include the prescribed outreach efforts: (1) Statewide Prison Discharge Planning and/or (2) Local Jail Outreach Program.
2. Describe results of any needs assessments recently completed in the geographic service area demonstrating the need for the proposed outreach programs to increase minority participation in SC ADAP treatment services.
3. If applying for #1, describe the organizations experience with implementing and operating a Statewide Prison Discharge Planning Program over the last three (3) years. Describe the experience working with the SC Department of Corrections over the last three (3) years. What were the outcomes?
4. If applying for #2, describe the organizations experience with providing outreach to the local jail populations over the last three (3) years. What were the outcomes?
5. If applying for #1, describe the service delivery process for a statewide prison discharge planning program and how that service increases the populations' participation in ADAP. Include staff needs to be funded with MAI dollars.
6. If applying for #2, describe the service delivery process for providing outreach services at local jails and increasing the populations' participation in ADAP of those receiving services. Include staff needs to be funded with MAI dollars.
7. List the goals and specific, measurable objectives of the project including the number of persons you intend to provide outreach efforts to during the project period. Additionally, submit an Implementation Plan on the template provided (See **Attachment 8** for template).
8. List any organizations that are providing similar services in the service area. How will this proposed program further meet the needs of the target population or improve services provided.
9. List any other funding the organization receives to meet these needs or other Outreach funds allocated from DHEC. Demonstrate why additional funding is needed and, if funded with MAI funding, how your organization will avoid a duplication of services.
10. All applicants must complete a proposal budget template and budget narrative. The MAI budget template in **Attachment 8** must be used for the budget. The budget narrative format can be of the organization's choosing but must include items by operating category including planned expenditure details on personnel (including each funded staff by title, name, salary and job duties), fringe, supplies, equipment, travel (with enough detail to show planned travel is within state rates), contractual, other, and administration (admin expenditures must be itemized). The budget narrative should include clear descriptions of the use of the funds. The 75% core services requirement does not apply to MAI funding. The budget should be for the year April 1, 2019-March 31, 2020.

A program budget narrative and budget form must be submitted but will not be part of the scoring criteria for receipt of funding. The budgets documents will be reviewed to ensure a clear and understandable explanation of all costs in the narrative budget justification and a demonstration of project costs.

A separate budget and budget narrative must be submitted for each funding source requests. If applying for Part B EC and MIA, specific EC and MAI budgets must also be submitted.

APPLICATION SUBMISSION

Applicant shall submit a signed Cover Page and Application addressing all of the above noted points. Application must include one (1) original and four (4) copies of:

- a. Signed Cover Letter (not scored)
- b. Eligibility Documentation Determination (not scored)
- c. Ryan White Part B Program Description (30 points)
- d. Organizational History, Experience, Structure, and Capacity (30 points)
- e. Community Collaborations (10 points)
- f. Needs Assessment and Planning (15 points)
- g. Reporting and Evaluation (15 points)
- h. Ryan White Part B Base Budget and Budget Narrative (not scored)
- i. Emerging Communities Application (if applicable) (100 Points)
- j. Ryan White Part B Emerging Communities Budget and Budget Narrative (if applicable) (not scored)
- k. Minority AIDS Initiative Application (if applicable) (100 Points)
- l. Ryan White Part B MAI Budget and Budget Narrative (if applicable) (not scored)

Attachment 1

South Carolina's Integrated HIV Care and Prevention Plan 2017-2021,
including the Statewide Coordinated Statement of Need

[https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/SC HIV AIDS
Strategy 2017-2021 FINAL 091916.pdf](https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/SC%20HIV%20AIDS%20Strategy%202017-2021%20FINAL%20091916.pdf)

Attachment 2

HRSA's Ryan White Service Definitions

[https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/
RWServiceDefinitions.pdf](https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/RWServiceDefinitions.pdf)

Attachment 3

Quality Management Plan

[https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/RyanWhite/2018
Quality Management Plan.pdf](https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/RyanWhite/2018%20Quality%20Management%20Plan.pdf)

Attachment 4

South Carolina DHEC Ryan White Part B Standards

<https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/Ryan%20White%20Part%20B%20Service%20Standards%20May%202017.pdf>

Attachment 5

South Carolina Part B Medical Case Management Standards

https://www.scdhec.gov/sites/default/files/docs/Health/docs/stdhiv/RyanWhite/PartB/Ryan%20White%20Part%20B%20Medical%20Case%20Management%20Standards_Final_6-27-18.pdf

Attachment 6

South Carolina Ryan White Part B Medical Case Management Qualifications and Training

All new hires for Ryan White Part B HIV Medical Case Manager and HIV Medical Case Management Supervisor positions must meet the following criteria:

HIV Medical Case Manager

An HIV Medical Case Manager must meet one (1) of the following qualifications:

1. Hold a master's degree from an accredited college or university in a human services field related to, Social Work, Sociology, Health Education, Child and Family Development, Maternal and Child Health, Counseling, Psychology, or Nursing; or
2. Hold a bachelor's degree from an accredited school of social work; or
3. Hold a four-year degree from an accredited college or university in a human services field or related curriculum including at least fifteen (15) semester hours in courses related to social work or counseling and six (6) months of social work or counseling experience; or
4. Hold a four-year degree from an accredited college or university and one (1) year experience in counseling or in a related human services field with experience in techniques of counseling, casework, health education, group work or community organization; or
5. Be a licensed Social Worker, Registered Nurse, Nurse Practitioner, or Certified Substance Abuse Counselor.

HIV Medical Case Management Supervisor

An HIV Medical Case Management Supervisor must meet one (1) of the following qualifications:

1. Hold a master's degree from an accredited college or university in a human services field related to, Social Work, Sociology, Health Education, Child and Family Development, Maternal and Child Health, Counseling, Psychology or Nursing, and one (1) year experience in direct service provision in a human services setting; or
2. Hold a bachelor's degree from an accredited school of social work and three (3) years of experience in case management or direct service provision in a human services setting; or
3. Hold a four-year degree from an accredited college or university in a human services field or related curriculum including at least fifteen (15) semester hours in courses related to social work or counseling and six (6) months of social work or counseling experience and three (3) years of experience in direct service provision in a human services setting; or
4. Hold a four-year degree from an accredited college or university and one (1) year experience in counseling or in a related human services field with experience in techniques of counseling, casework, health education, group work or community organization and three (3) years of experience in direct service provision in a human services setting; or
5. Hold a four-year degree from an accredited school of professional nursing and have a minimum of three (3) years of experience in direct service provision in a human services setting.

6. Be a licensed Social Worker, Registered Nurse, Nurse Practitioner, or Certified Substance Abuse Counselor and have three (3) years of experience working in human services.

Required Medical Case Manager Training

All newly hired Medical Case Managers and Supervisors must complete a minimum MCM Training regimen within twelve (12) months of their hire date. This includes:

- HIV 101
- New MCM Orientation & PE
- Benefits Navigation
- Basic Counseling

All Medical Case Managers and Supervisors must complete at least twelve (12) hours of continuing education in case management practices or HIV/AIDS each year. Guidance for determining appropriate continuing education opportunities will be provided SC DHEC. Documentation of completion of continuing education must be kept in the employee's personnel file.

Attachment 7

Program Income Reporting

Subrecipients are required to report program income to DHEC on monthly invoices for the program income earned in the previous month. The Program Income Report must include gross income minus expenses giving net income for each source of program income as seen below. Program income must be used to further the Ryan White Part B program and can only be used in accordance with HRSA's Ryan White HIV/AIDS Program Part B requirements.

Reporting Time Period – (Month/Year)

1) **340B**

Gross – Mediation Cost – Dispensing Cost = Net Income

2) **Medicaid**

Revenue – Admin for Billing = Net Income

3) **Medicare**

Revenue – Admin for Billing = Net Income

4) **Private Insurance**

Revenue – Admin for Billing = Net Income

5) **Other**

Attachment 8

Ryan White Part B Program Budget Templates

<https://www.scdhec.gov/health/diseases-conditions/infectious-diseases/hiv-aids-sexually-transmitted-diseases/ryan-white>

Attachment 9

Ryan White Part B Program Implementation Plan Templates

<https://www.scdhec.gov/health/diseases-conditions/infectious-diseases/hiv-aids-sexually-transmitted-diseases/ryan-white>

Attachment 10

Ryan White Part B Program Budget Revision Templates

<https://www.scdhec.gov/health/diseases-conditions/infectious-diseases/hiv-aids-sexually-transmitted-diseases/ryan-white>

Attachment 11

Ryan White Part B Draft Grant Agreement

GRANT AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND
GRANTEE NAME

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control (DHEC) and (Grantee Name) (Grantee) is for the purpose of disbursing funds in accordance with the Federal Ryan White HIV/AIDS Treatment Extension Act, Part B program and the DHEC Public Health, STD/HIV Division, Ryan White Part B Program as outlined in DHEC's Ryan White Part B FY2019-RFGA-HV-904 Request for Grant Applications (RFGA).

The parties to this Grant Agreement agree as follows:

A. SCOPE OF SERVICES

Grantee shall comply with all specific requirements related to Ryan White Part B funding as outlined in the RFGA (Attachment I).

B. TERM OF CONTRACT

This Grant Agreement shall be effective April 1, 2019 or when all parties have signed, whichever is later, and shall terminate March 31, 2024. Only work done in accordance with the effective dates of this Grant Agreement will be compensated. Grantee acknowledges that, unless excused by Section 11-57-320, if Grantee is on the then-current Iran Divestment Act List as of the date of any Grant Agreement renewal, the renewal will be void ab initio.

C. COMPENSATION

1. GRANT AWARD:

DHEC agrees to reimburse the Grantee for all allowable costs incurred as outlined in Section A, Scope of Services, on a monthly (or twice-monthly if needed) basis provided the total amount paid under this Grant Agreement does not exceed \$_____, including travel costs incurred. No carry forward will be allowed for funding awarded for each annual budget period. Funding shall be as outlined below:

a. RYAN WHITE PART B BASE FEDERAL FUNDS:

\$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024, including travel costs incurred; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

b. RYAN WHITE PART B REBATE FUNDS:

\$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024, including travel costs incurred; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

c. RYAN WHITE PART B FEDERAL SUPPLEMENTAL FUNDS:

\$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024, including travel costs incurred; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

d. RYAN WHITE PART B FEDERAL EMERGING COMMUNITIES FUNDS:

\$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024, including travel costs incurred; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

e. RYAN WHITE PART B FEDERAL MINORITY AIDS INITIATIVE FUNDS:

\$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024, including travel costs incurred; and approximately \$_____ for each year thereafter contingent upon final grant award for each year.

f. PROGRAMMATIC TECHNICAL ASSISTANCE REBATE FUNDS:

- 1) DHEC agrees to reimburse the Grantee at a rate not to exceed \$____ per hour for all allowable costs incurred, as approved and authorized by DHEC.
- 2) \$_____ for the time period of April 1, 2019, or when all parties have signed, through March 31, 2024; and approximately \$_____ for each year thereafter contingent upon funding availability.

2. REIMBURSEMENT LIMITATION:

DHEC's financial obligations to the Grantee are limited by the amount of Federal funding and available ADAP rebates awarded in Section C.1 and may change from year to year in accordance with the RFGA.

3. INVOICING:

Invoices must include the name and address of the Grantee, the Grant Agreement number, SCEIS number, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by DHEC, the total amount of the reimbursement and supporting documentation for expenditures as required by DHEC.

- a. Invoices should be received by DHEC within fifteen (15) days after the end of each month.
- b. The invoice for request for reimbursement for services awarded in Section C.1.b-f must be submitted on DHEC templates. Request for reimbursement should be emailed to RWHOPWAInvoices@dhec.sc.gov or mailed to SC DHEC STD/HIV Division, Box 101106, Columbia, SC 29211.

4. SOURCE OF FUNDS:

Reimbursements will be funded with Ryan White Part B Program Federal funds and rebates generated through the Ryan White Part B SC AIDS Drug Assistance Program (ADAP) dependent on funding available.

- a. CFDA number (from the grant award notice) and the CFDA title verbatim: 93.917, Ryan White CARE Act Title II
- b. Grant award notice title verbatim from the grant award: Ryan White CARE Act Title II

- c. Grant award notice number from the grant award: X07HA00038
- d. Federal grantor (awarding) agency name: U.S. Department of Health and Human Services (DHHS) and U.S. Health Resources and Services Administration (HRSA)
- e. Grant period of performance start and end date: April 1, 2019 through March 31, 2024
- f. Whether the award is for Research and Development: No
- g. Subaward amount, if applicable
- h. DHEC's Point of Contact for financial information regarding payments made under this contract:

Ronnie Belleggia, Bureau Director
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201-1708

- i. Contact the DHEC STD/HIV Program directly for questions regarding invoices, required reporting, and/or as an initial point of contact for any basic Grant Agreement questions. Contact information is as follows:

Leigh Oden, RW Administration Program Manager
SC DHEC - STD/HIV Division
2100 Bull Street
Columbia, SC 29201
Telephone: (803) 898-0650

5. TRAVEL:

- a. Grantee's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this Grant Agreement and will be included within the maximum amount of the Grant Agreement.

(Reference: <http://www.state.sc.us/dio/OIOTravelRegulations.htm>)

- b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>.
- c. Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Grantee must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.

D. METHOD OF PAYMENT

- 1. Reimbursement will be for actual allowable cost incurred. Only expenditures incurred during the Grant Agreement period or the budget period as preapproved by DHEC can be submitted for reimbursement.

2. Advance payments may be made for the Ryan White Part B Program. The advance must follow the DHEC Advance Policy, DHEC Administration Policy B.414, “Providing Advance Payments of Federal Funds to DHEC Subrecipient Contractors (the “Policy”). In short, the Policy controls are as follows:
 - a. An initial advance payment invoice may be made for the expected amount needed for the first month of each budget year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month.
 - b. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The Grantee should make every attempt to utilize funds as expeditiously as possible within each grant award year.
 - c. At the end of each grant award year, and also at the end of the Grant Agreement period if a multi-year Grant Agreement, the total expenditures should offset the initial advance payments. This offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.
 - d. If the total expenses for any reason do not total the amount of the advance at the end of each grant year the funds must be returned to DHEC within fifteen (15) calendar days after the end of the grant year. Future funding will be at risk if the advance amount has not been returned.

E. REPORTING REQUIREMENTS

Reports as required by DHEC must be submitted as instructed by the DHEC Ryan White Part B Program.

F. TERMS AND CONDITIONS

1. MINORITY BUSINESS: Grantee must make positive efforts to use small and minority owned businesses and individuals.
2. SUBCONTRACTORS: Grantee shall not subcontract any of the work or services covered by this Grant Agreement without DHEC’s prior written approval.
3. ASSIGNMENT: Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC’s written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Grantee is considered an assignment.
4. AMENDMENTS: The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.
5. RECORDKEEPING, AUDITS, & INSPECTIONS: Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years or other longer period required by law after termination, cancellation, or expiration of the Grant Agreement, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit

has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

6. TERMINATION:

- a) Either party may terminate this Grant Agreement by providing thirty (30) calendar days written notice of termination to the other party.
- b) DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate without any further obligation by DHEC upon written notice to Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.
- c) DHEC may terminate this Grant Agreement for cause, default or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.
- d) If DHEC or Grantee terminates this agreement, Grantee shall complete all HRSA and DHEC required reporting for services provided funds spent during the term of the agreement.
- e) If DHEC or Grantee terminates this agreement, Grantee shall transfer all client records to another provider according to a transition plan as directed by DHEC.

7. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

8. INSURANCE: During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any "claims made" coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.
9. DRUG FREE WORKPLACE: By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 *et seq.*, as amended.
10. STANDARD OF CARE: Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee's employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.
11. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Grant Agreement, equitable indemnification, or any other theory or claim.
12. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services under this Grant Agreement.
13. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
14. DISPUTES: All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South

Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.

15. DEBARMENT: Grantee certifies that it has not been debarred suspended, proposed for debarment, or declared ineligible for the award of Grant Agreements by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.
16. SERVICE OF PROCESS: Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
17. NOTICE: All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

GRANTEE:

[Name, address, telephone, fax, email]

DHEC:

Leigh Oden, Program Manager
SC DHEC - STD/HIV Division
Box 101106
Columbia, SC 29211
Telephone: (803) 898-0650
Fax: (803) 898-7683
Email: odenl@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

18. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable laws and regulations in the performance of this Grant Agreement.

19. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.
20. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. Grantee shall notify DHEC in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State contracts/Grant Agreements against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
21. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
22. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.
23. PLACE OF CONTRACTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
24. ATTACHMENTS/ENTIRE AGREEMENT: Attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement. This Grant Agreement, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Grant Agreement and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Grant Agreement take priority over any conflicting or inconsistent terms of any of other document, invoice, or communication between the parties.
25. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE: DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or

conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from DHEC’s Contracts Manager or Bureau of Business Management.

Any employee, agent, or Grantee of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Grantee or Grantee’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

26. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants:

- a) Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
- b) Grantee’s execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grantee.
- c) Grantee has no conflict of interest with its obligations under this Grant Agreement.
- d) Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- e) Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit ____.
- f) Grantee is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed in Exhibit.
- g) Grantee is a [specify entity type, e.g., corporation/limited liability company/other _____] duly organized, validly existing and in good standing under the laws of _____ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.

27. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Contract shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Contractor irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Contractor irrevocably assigns and agrees to assign

all right, title, and interest in any invention or other patentable subject matter to DHEC. Contractor shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

28. **SUBRECIPIENT AUDIT REQUIREMENTS:** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Health and Environmental Control
Ronnie P Belleggia
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Contractor's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC Department of Health and Environmental Control
Ronnie P Belleggia
Director for the Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201
Email: Bellegrp@dhec.sc.gov
Phone: (803) 898- 3390

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate

reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

29. **FFATA REPORTING:** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. THE DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)

1. *Data Universal Numbering System (DUNS) 9-digit number*
2. *Grant Agreement number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of Grant Agreement award*
6. *Date Grantee was signed by both parties*
7. *Total Grant Agreement period*
8. *Physical location of primary place of performance*
 - a. *State*
 - b. *Population*
 - c. *City*
 - d. *Congressional District*
 - e. *County*
 - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

30. **AUDIT:** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass-through funds.

31. **LOBBYING:**

- a. Contractors and Grantees, including subcontractors, sub grantees-, and sub- recipients who receive federal funds pursuant to this agreement, are prohibited from using any of the grant funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.
- b. No part of any grant or Contract funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any

proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

c. 31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

32. COMPLIANCE REPORTS: Grantees who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures to the proper program area of DHEC. The Grantee is subject to site visits from DHEC to monitor compliance.

33. CONFIDENTIALITY:

- a. Grantee will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or

maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- b. Grantee will not, unless required to perform its responsibilities under this Contract or required by law (as determined by a court or other governmental body with authority):
 - i. access, view, use, or disclose confidential information without written authorization from DHEC;
 - ii. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 - iii. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Grantee must ensure that its employees, agents, and subcontractors who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Contractor will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Grantee and Grantee's employees, agents, and subcontractors to sign DHEC Form #321A, the DHEC Contractor Confidentiality Agreement, to protect information contained in a particular DHEC program area.
- e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-3350; 1-888-843-3718, compliance@dhec.sc.gov, and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification

obligations under applicable law, including S.C. Code Section 1-11-490.

- f. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.
 - g. Grantee must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Grantee or DHEC in connection with the performance of this Grant Agreement as confidential information and must not disclose any such information or documents except as permitted by the Grant Agreement, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority).
34. PROVIDER-PATIENT RELATIONSHIP: DHEC does not, by virtue of entering into or performing this Grant Agreement, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving services from Grantee will be deemed Grantee's patients.
35. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of State or federal regulations and requirements governing the grant specified under the Compensation Section.
36. EQUIPMENT TITLE: Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Grant Agreement shall vest in DHEC upon acquisition, and will be transferred to the Grantee upon the end of the successful completion of the Grant Agreement for use in continued support of the effort of the work as outlined in the Grant Agreement.
37. THIRD PARTY BILLING: The Grantee will bill the third party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Grantee only that portion of charges not reimbursed by the third party source.
38. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.
39. HIPAA TRAINING: Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Grant Agreement, Grantee and its employees/agents will be educated and trained regarding the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Grant Agreement.

40. INFORMATION SECURITY AWARENESS TRAINING: Before any DHEC Information System access can be granted, Grantee must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Grant Agreement.
41. INDEMNIFICATION: "Claim" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grantee, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DHEC harmless from any claims against DHEC by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.
42. IRAN DIVESTMENT ACT – CERTIFICATION: (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov>. (b) By entering into this Grant Agreement, Grantee certifies that, as of the execution and effective date of the Grant Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Grant Agreement.
43. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS: (a) Grantee must notify the DHEC Contracts Manager immediately if, at any time during the Grant Agreement term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann.

Section 11-57-310. (b) Consistent with Section 11- 57-330(8), Grantee shall not contract with any person to perform a part of the services under this Grant Agreement, if, at the time Grantee enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

44. SURVIVAL: Clauses which by their nature require performance or forbearance after the Grant Agreement period will survive termination, cancellation, or expiration of the Grant Agreement unless expressly provided otherwise in the Grant Agreement or an amendment.
45. RETURN OF FUNDS: Grantee shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement. If DHEC determines, through audit or otherwise, that Grantee has misused funds, Grantee shall return those funds as directed by DHEC.
46. SPECIAL SECURITY REQUIREMENTS:
 - a. Individuals served by Grantee are Grantee's clients, not DHEC clients, and therefore Grantee is responsible for creating and maintaining client records and for all matters pertaining to HIPAA and data security and confidentiality.
 - b. Grantee must:
 - i. Adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, Centers for Disease Control and Prevention; 2011 (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>) including any amendments;
 - ii. Submit annually a certification of compliance in the form attached (Attachment II) assuring compliance with the standards; and
 - iii. Ensure that staff members and Grantees with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
 - c. DHEC may at any time review and audit all Grantee files and records for matters pertaining to the funded services, including Grantee's compliance with CDC's Data Security and Confidentiality Guidelines. Grantee must make medical records, files, or other documentation available to DHEC upon request.
 - d. Grantee must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Grantee must notify DHEC immediately upon discovery of any breach. If the breach relates to CDC funded services, Grantee must also notify CDC within one (1) hour of the discovery.
47. POST-EXPOSURE PROPHYLAXIS: In the event that an uninsured, HIV negative individual reports a non-occupational, accidental needle-stick from an HIV positive client of the Grantee, the Grantee may request payment assistance for post-exposure prophylaxis from DHEC in accordance with the public health purpose of this Grant.
 - a. Grantee may request funding for post-exposure medications only. DHEC will not provide counseling, monitoring or other clinical advice or support in response to a post-exposure request under this Grant.

- b. Requests for medication payment assistance may be made via the RW or ADAP program manager. If approved, DHEC will require a separate invoice with verification and explanation of the event for reimbursement to be processed and paid.
- c. This Grant provision exists for public health emergencies only to prevent accidental HIV infection and implies no liability to DHEC for receiving, processing or reimbursing the Grantee for payment of HIV post-exposure medications.
- d. Request for payment will be considered by DHEC only if no unrestricted or other available funding source exists.
- e. The Grantee request shall not include occupational, recreational, or sexual assault related needle-stick or exposure since other non-RW payment systems exist when these instances occur.

48. USE OF RYAN WHITE FUNDS REGARDING INSURANCE COORDINATION: The Ryan White HIV/AIDS Program (RWHAP) requires all Grantees to “vigorously pursue” health insurance enrollment that is cost-efficient for medication coverage under the plan as opposed to the RWHAP cost of medications without coverage.

- a. RWHAP clients of the Grantee organization may be or become enrolled for insurance coverage under a health care plan that meets the RWHAP medication cost-savings requirement but is not accepted (in-network) for RW-eligible services provided to standard (non RW) clients of the organization.
- b. The Grant funds awarded under this Grant exist to establish payment systems and service models for RW-eligible services provided by the Grantee - even for clients who have no insurance coverage, are under-insured, or are covered by out-of-network plans.
- c. The Grantee is expected to coordinate solutions with the DHEC RW program to provide systems of wrap-around assistance using RWHAP or other program funds to ensure uninterrupted access to eligible services-as clients obtain, lose, or change coverage - in accordance with RWHAP policies and requirements.
- d. The Grantee may not institute a policy, program, or practice to systematically deny contracted services to uninsured, under-insured, or out-of-network RWHAP clients of the organization if such policies, programs, or practices contradict RWHAP policies, standards, allowances, or authorized exceptions.
- e. Grantee coordination with the DHEC RW program may include systems to refer RWHAP clients covered by out-of-network plans to in-network hospitals or providers for admissions/procedures/surgeries that are not eligible under the RW grant but are covered by the insurance plan.

49. WORK ENVIRONMENT: Harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Any act of harassment by employees, including sexual and discriminatory harassment, is prohibited and subjects the employee to disciplinary measures. All reports of harassment, either verbal or in writing, will be investigated in a timely manner. Retaliation against an employee or other person who reports a concern about harassment is strictly prohibited. Acts of harassment by agents, contractors or vendors are also prohibited and may result in sanctions.

The parties to this Grant Agreement hereby agree to any and all provisions of the Agreement by affixing their respective signatures below and avowing that each has the authority to enter into this binding agreement for the entity referenced above his or her signature.

SOUTH CAROLINA DEPARTMENT
OF
HEALTH AND ENVIRONMENTAL CONTROL

GRANTEE NAME

BY: _____
Linda J. Bell, MD
Director
Bureau of Communicable Disease
Prevention & Control

BY: _____

(Title)

DATE: _____

DATE: _____

MAILING ADDRESS:
SC DHEC - Public Health Contracts
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201-1708
803-898-3501

MAILING ADDRESS:

Phone: () ____ - ____
Fax: () ____ - ____
E-mail:

REMITTANCE ADDRESS: (if applicable)

TAX/EMPLOYER ID#: _____

This is a draft copy of a grant agreement, for informational purposes. Awarded applicant would be required to sign a grant agreement with SCDHEC before any billable services could be provided. A grant agreement will be mailed to awarded applicant for signature after the award posting period has ended.

TYPE OF ENTITY (check one):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Nonprofit organization
- ☐ Government agency or political subdivision
- ☐ Other Governmental body (specify)
- ☐ Individual/sole proprietor
- ☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license # _____

Attachment I

Ryan White Part B

FY2019-RFGA-HV-904 Request for Grant Applications

<https://www.scdhec.gov/health-professionals/clinical-guidance-resources/hiv-aids-std-resources/hiv-support-communities>

Attachment II
Grantee Certification of Compliance
Requires Signature

Attachment II

Grantee Certification of Compliance

CERTIFICATION OF COMPLIANCE WITH THE “SECURITY AND CONFIDENTIALITY STANDARDS FOR PUBLIC HEALTH DATA AND DESIGNATION OF OVERALL RESPONSIBLE PARTY (ORP)”

By signing and submitting this form, we certify our compliance with CDC’s National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention’s *Data Security and Confidentiality Guidelines*. We acknowledge that all standards included in the guidelines have been implemented unless otherwise justified in an attachment to this statement. We agree to apply the standards to all staff and Grantees funded through CDC HIV/AIDS Prevention or HRSA’s Ryan White Care programs that have access to or maintain confidential health data. We ensure all sites where applicable public health data are maintained are informed about the standards. Documentation of required local data policies and procedures is on file with the persons listed below and available upon request.

Name(s), title(s), & phone number(s) of the proposed Overall Responsible Party (ORP) or ORP Panel.

Name	Title	Telephone

Organization

Signature: Executive Director

Date

**Signature: Authorized Business
Official**

Date

Attachment 12

SOUTH CAROLINE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL SUBRECIPIENT RISK ASSESSMENT SURVEY

<Organization Name>

<Address>

<City> <State> <Zip Code>

PURPOSE

The purpose of this survey is to provide information that will contribute to the overall risk assessment of your organization as a subrecipient of federal funds from the SC Department of Health and Environmental Control.

INSTRUCTIONS

Please have someone knowledgeable with the financial operations of your organization, complete, sign and return this document. (Please see last page.)

AUDIT INFORMATION

1. Does your organization prepare annual financial statements? Yes_____ No_____
 2. Have audits been performed on your financial statements for the past two years? Yes_____ No_____
- If no, please provide the reason why.
3. Did your organization expend more than \$750,000 in federal grant awards last fiscal year?
Yes_____ No_____
- (a) If yes, has the 2 CFR 200 single audit been completed? Yes_____ No_____
 - (b) If your 2 CFR 200 single audit has not been completed, please provide the reason.
4. Are your organization's grant fund operations regularly assessed by an internal auditor or Inspector General? Yes_____ No_____
 5. If there were audit findings as result of the most recently completed audit of federal funds, please attach a copy of the finding and a copy of your formal response/corrective action plan to all audit findings.
 6. Has your organization ever been deemed high risk by another passthrough entity? Yes_____ No_____

FINANCIAL MANAGEMENT

1. What type of financial management system does your organization use?

2. What is your basis for accounting: Cash_____Modified accrual_____Full accrual_____
3. Does your organization segregate duties between authorization, recording and custody functions related to procurement, cash management, payment processes? Yes_____ No_____
4. What type of controls do you have in place to prevent duplicate payments to vendors?
Controls:
5. Does your organization have a time and attendance system supporting payroll? Yes_____ No_____
6. Does your organization allocate costs across multiple grant programs? Yes_____ No_____ If yes, please describe the methodology used to allocate costs.
7. Does your accounting and financial management system follow Generally Accepted Accounting Principles? Yes_____ No_____
8. Does your organization have internal controls in place to ensure all financial and reporting requirements are met? Yes_____ No_____
9. Does your financial management system allow you to segregate indirect costs, and define and manage existing or planned indirect cost rates? Yes_____ No_____
10. Does your financial management system account for and segregate grant funds? Yes _____ No_____
11. Does your financial management system allow you to compare actual expenditures or outlays to budgeted amounts for each grant? Yes_____ No_____
12. Does your organization have a policy addressing who is authorized to request payment from the grantor (passthrough entity), what procedures are used to ensure that requests are accurate, and when drawdown of funds will occur? Yes_____ No_____
13. Does your financial management system support procedures for determining the reasonableness of costs allocated in accordance with 2 CFR 200 Subpart E-Cost Principles? Yes_____ No_____
14. Does your financial management system provide for effective control over and accountability for all funds, property and other assets? Yes_____ No_____
15. Does your financial system allow commingling of funds? Yes_____ No_____
16. Does your organization have a formalized internal control and compliance program? Yes_____ No_____
17. Does your organization have a risk assessment methodology for assessing, managing and monitoring organizational, operational and financial risks, especially those associated with regulatory compliance? Yes_____ No_____

OPERATIONS AND GENERAL MANAGEMENT

1. Is your organization: Individual_____ Governmental entity_____For profit_____Not for profit_____Other_____
2. Is your organization also a primary recipient of federal grant funds? Yes_____ No_____
3. Are your board members or trustees paid from grant funds? Yes_____ No_____
4. Does your organization administer multiple federal grants simultaneously? Yes_____ No_____
5. What proportion of your organization's total resources do subaward(s) encompass? _____%
6. Do all employees have position descriptions? Yes_____ No_____
7. Does your organization charge fees for services concurrent with the award? Yes_____ No_____
8. Do employees who work on federal grant programs have specific references in their position descriptions regarding their grant responsibilities? Yes_____ No_____
9. Does your organization use loans to meet cash needs not associated with the subaward?
Yes_____ No_____
10. Does your organization provide grant services at more than one location? Yes_____ No_____
11. Is your organization new to operating or managing state or federal funds? Yes_____ No_____
12. Is the current subaward program new for your organization? Yes_____ No_____
13. What is your organizations employee turnover rate? _____
14. Are the staff assigned to federal grant programs experienced with managing federal funds?
Yes_____ No_____
15. Has your organization experienced turnover in management personnel during the last twelve months?
Yes_____ No_____
16. During the last twelve months, has your organization converted to a new financial system, or made substantial changes to an existing system? Yes_____ No_____ If yes, please explain.
16. Are policies, procedures and processes regularly reviewed, updated and created to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for grant funds? Yes_____ No_____
17. Does management periodically review all reports, deliverables, expenditures, and other requirements related to grant programs to ensure that guidelines and requirements are being met?
Yes_____ No_____

18. Do key personnel assigned to this grant have experience in managing grants and an understanding of the relevant regulations? Yes_____ No_____
19. Does your organization maintain a written code of conduct governing the performance of your employees, and specifically those employees engaged in the award and administration of contracts? Yes_____ No_____
20. Does the code of conduct encompass conflicts of interest? If no, what document addresses conflicts of interest? Yes_____ No_____
21. Does your organization have a personnel system which has the capability to create monthly reports of the activities and time of each employee whose compensation is charged to each project that the employee works on including all grant programs? Yes_____ No_____
22. Is training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on grant programs? Yes_____ No_____
23. Have any key personnel listed in the application/subaward agreement ever been debarred or suspended from participation in Federal Assistance programs? Yes_____ No_____ If yes, please attach a list indicating who, when and for what reasons.
24. Does your organization have procedures in place to address breaches of ethics policy and/or instances of fraud or other criminal activity? Yes_____ No_____
- (a) If yes, do these procedures include required procedures and/or remedial actions to prevent future violations? Yes_____ No_____
- (b) If yes, does this process include a means to notify the appropriate agency in cases of confirmed fraud related to grant funds? Yes_____ No_____
25. Are there formal policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to grant programs (e.g. a Whistleblower Policy)? Yes_____ No_____
26. Do information systems policies and procedures exist for the safeguarding of data, including personally identifiable information (PII), authorization and addition of system users, termination of user rights, information back-up and recovery, and retention and destruction of data? Yes_____ No_____
27. Does your organization manage or support a website or publicly accessible social media account such as but not limited to Facebook, Twitter, Google+, LinkedIn, Tumblr? Yes_____ No_____ If yes, please provide the appropriate URL or other access/navigation information.

PROCUREMENT AND PROPERTY MANAGEMENT

1. Has your organization done business with a vendor who has ever been disbarred or suspended? Yes_____ No_____

2. Does your organization maintain written procurement procedures which provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR Part 200? Yes_____ No_____
3. Does your organization have written procurement procedures to ensure transactions (as defined in the suspension and debarment common rule (2 CFR Part 180)) are not made with a debarred or suspended party? Yes_____ No_____
4. Does your procurement system provide for the conduct and documentation of cost or price analysis for each procurement action? Yes_____ No_____
5. Has your organization ever been disbarred or suspended? Yes_____ No_____
6. Does your property management system maintain formal inventory records of all equipment acquired with federal funds. Yes_____ No_____
7. Does your organization conduct a physical inventory and reconciliation of property at least every two years? Yes_____ No_____
8. Does your property management process include controls to safeguard against loss, damage, or theft of the property? Yes_____ No_____
9. Does your property management system account for adequate maintenance, disposition or encumbrance of the property according to federal requirements? Yes_____ No_____

Signature

Date

Title

Attachment 13

Procedures for Dispute Resolution

I. DISPUTE PROCEDURES FOR GRANT PROGRAM APPLICATIONS DURING THE APPLICATION PROCESS

The following dispute procedures are available to any community based organization, local or county program or any other applicant that objects to any requirement(s) as outlined in a Request for Grant Applications (RFGA), amendment to RFGA or does not receive a distribution of funding as a grantee under a federal, state, or combined federal/state grant program. An applicant or grantee that disagrees with any element of the grant requirements or with the distribution of funding is also referred to herein as a “requestor.”

- A. **Request or Application for Funding.** Subject to conditions set forth in these procedures, any prospective applicant desiring to file a dispute concerning DHEC’s proposed evaluation of applications or proposed manner of distribution of funds (as outlined in the RFGA) shall e-mail or fax a Notification of Appeal to the DHEC Grant Program Manager*, within ***three (3) business days*** of the posting date of the RFGA or any amendment thereto. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within ***seventy-two (72) hours*** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the prospective applicant. If the prospective applicant is not satisfied with the decision rendered by the Grant Program Manager, the applicant shall e-mail or fax written notification to the DHEC Program Area Director* within ***two (2) business days*** of the date of the written notification of decision from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the prospective applicant within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.
- B. **Award to an Applicant.** A requestor with a dispute regarding the Notification of Award shall e-mail, fax or mail a Notification of Appeal to the Grant Program Manager within ***three (3) business days*** of the date of posting of the Notification of Award. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within ***seventy-two (72) hours*** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail or fax written notification to the Program Area Director within ***three (3) business days*** of the date of the written response from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the requestor within ***three (3) business days***. The written decision will be final and may not be further appealed by the requestor.

- C. **Notice of Decision.** A copy of all correspondence or decisions under this dispute resolution procedure shall be mailed or otherwise furnished immediately to the requestor and any other party intervening.

II. PROCEDURES FOR GRANT DISPUTES OR CONTROVERSIES REGARDING DHEC'S EVALUATION OF A GRANTEE'S EXPENDITURES IN THE POST-AWARD PHASE

- A. **Applicability.** These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHEC's evaluation of an expenditure by the grantee as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.
- B. **Complaint against Grant Program Management.** No later than *thirty (30) calendar days* after receiving notice that the agency's grant program area has denied an expenditure, a grantee must e-mail or fax written notice identifying any dispute or controversy to the Grant Program Manager. The Grant Program Manager will, within *thirty (30) calendar days* thereafter, review and attempt to informally resolve the dispute or controversy. If the dispute cannot be mutually resolved within that timeframe, a grantee wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within *five (5) business days* following the 30-day review period. The Program Area Director or his/her designee will, within *ten (10) business days* of receipt of a written notice of the dispute, meet or hold a conference call with the grantee. Within *ten (10) business days* after such consultation with the grantee, the Program Area Director will e-mail or fax the grantee with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

** Contacts are listed below:*

Grant Program Manager:

Leigh Oden
SCDHEC
2100 Bull Street
Columbia, SC 29201
Phone: (803) 898-0650
Fax: (803) 898-0573
(odenl@dhec.sc.gov)

Program Area Director:

Ali Mansaray
SCDHEC
2100 Bull Street
Columbia, SC 29201
Phone: (803) 898-0625
Fax: (803) 898-0573
(mansarab@dhec.sc.gov)